

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Potters Industries, LLC		07/22/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	National Banking Association: SWITZERLAND

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	815582	BALLOTINI
Registration Number:	5018208	CATAPHOTE
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	3038525	GLASS FILL
Registration Number:	4270807	GLASS FILL
Registration Number:	802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL
Registration Number:	4542244	MEDISPHERE
Registration Number:	1467816	METALITE
Registration Number:	921789	MICROBEADS
Registration Number:	921573	MICROBEADS
Registration Number:	950699	MICROBEADS
Registration Number:	4211651	ONG
Registration Number:	4422357	POTTERS
Registration Number:	929404	Q-CEL
Registration Number:	3320926	SPEEDBEADER
Registration Number:	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3726079	ULTRA 1.9
Registration Number:	3814033	ULTRA GUARD
Registration Number:	1502914	VISIBEAD
Registration Number:	1903374	VISIGUN
Registration Number:	3884188	VISILOK
Registration Number:	3773478	VISIMAX
Registration Number:	4313701	VISIMAX PLUS
Registration Number:	4472102	VISISKID
Registration Number:	4882731	VISITAPE
Registration Number:	4583465	VISI-ULTRA
Registration Number:	3952217	Z-CEL

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0423
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	07/22/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of July 22, 2020, (this “**Agreement**”), among PQ Corporation, a Pennsylvania corporation, Potters Industries, LLC, a Delaware limited liability company, and Eco Services Operations Corp., a Delaware corporation (each, a “**Grantor**”) and Credit Suisse AG, Cayman Islands Branch (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of July 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain New Term Loan Credit Agreement dated as of July 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, PQ Corporation, a Pennsylvania corporation (the “**Parent Borrower**”), Eco Services Operations Corp., a Delaware corporation (“**Eco Services**” and together with Parent Borrower, collectively, the “**Borrowers**” and each, a “**Borrower**”), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world (“**Trademarks**”), and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of the foregoing;
- C. all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past, present and future infringements and dilutions thereof;
- D. all rights to sue for past, present, and future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing; and
- E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law.


SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PQ CORPORATION
ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: 
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007005 FRAME: 0614

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent



By: _____
Name: William O'Daly
Title: Authorized Signatory



By: _____
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

RECORD OWNER	REGISTRATION NUMBER	TRADEMARK
Eco Services Operations, Corp.	4,968,260	ECOSERVICES and design
PQ Corporation	509,700	"A"
PQ Corporation	509,701	"G"
PQ Corporation	526,917	"GD"
PQ Corporation	129,525	"K"
PQ Corporation	2,573,354	"L"
PQ Corporation	506,737	"N"
PQ Corporation	506,738	"O"
PQ Corporation	507,666	"SS"
PQ Corporation	2,569,790	"V"
PQ Corporation	506,736	"M"
PQ Corporation	2,291,491	ADVERA
PQ Corporation	2,626,501	AGSIL
PQ Corporation	3,817,359	ALPHACAT
PQ Corporation	5,370,895	ALPHAPURE
PQ Corporation	794,289	BRITESIL
PQ Corporation	3,073,593	BRITESORB
PQ Corporation	2,700,135	COOL
PQ Corporation	6,075,206	CURESIL
PQ Corporation	2,670,146	ECODRILL
PQ Corporation	398,704	KASIL
PQ Corporation	1,202,446	KASOLV
PQ Corporation	3,288,636	LITHISIL
PQ Corporation	898,540	METSO (typewritten)
PQ Corporation	832,792	METSO BEADS
PQ Corporation	872,397	METSO PENTABEAD
PQ Corporation	5,243,848	PQ
PQ Corporation	1,163,243	PQ Design (abstract logo)
PQ Corporation	4,091,844	PREXSIL
PQ Corporation	3,370,531	SIL-MATRIX
PQ Corporation	510,420	STARSO
PQ Corporation	1,196,032	VALFOR
Potters Industries, LLC	815,582	BALLOTINI
Potters Industries, LLC	5,018,208	CATAPHOTE
Potters Industries, LLC	1,312,905	CONDUCT-O-FIL

Schedule I

RECORD OWNER	REGISTRATION NUMBER	TRADEMARK
Potters Industries, LLC	3,038,525	GLASS FILL
Potters Industries, LLC	4,270,807	GLASS FILL
Potters Industries, LLC	802,502	GLAS-SHOT
Potters Industries, LLC	1,769,201	LASERLUX
Potters Industries, LLC	1,946,933	LUXSIL
Potters Industries, LLC	4,542,244	MEDISPHERE
Potters Industries, LLC	1,467,816	METALITE
Potters Industries, LLC	921,789	MICROBEADS
Potters Industries, LLC	921,573	MICROBEADS
Potters Industries, LLC	950,699	MICROBEADS
Potters Industries, LLC	4,211,651	ONG
Potters Industries, LLC	4,422,357	POTTERS & Design
Potters Industries, LLC	929,404	Q-CEL
Potters Industries, LLC	3,320,926	SPEEDBEADER
Potters Industries, LLC	1,645,687	SPHERICEL
Potters Industries, LLC	1,177,309	SPHERIGLASS
Potters Industries, LLC	3,726,079	ULTRA 1.9
Potters Industries, LLC	3,814,033	ULTRA GUARD
Potters Industries, LLC	1,502,914	VISIBEAD
Potters Industries, LLC	1,903,374	VISIGUN
Potters Industries, LLC	3,884,188	VISILOK
Potters Industries, LLC	3,773,478	VISIMAX*
Potters Industries, LLC	4,313,701	VISIMAX PLUS*
Potters Industries, LLC	4,472,102	VISISKID
Potters Industries, LLC	4,882,731	VISITAPE
Potters Industries, LLC	4,583,465	VISI-ULTRA
Potters Industries, LLC	3,952,217	Z-CEL

*The VISIMAX and VISIMAX PLUS marks are jointly owned by Potters Industries, LLC and Stoncor Group, Inc.

TRADEMARK APPLICATIONS

None.

Schedule I

US-DOCS\116916684.8

RECORDED: 07/22/2020

**TRADEMARK
REEL: 007005 FRAME: 0618**